September 28, 1967

Dear Hal:

On the first Dell contract: I read the accountability timetable as being due "on or about October 1"; this would cover the first six months of Dell's sales, with another ninety (90) days leeway for bookkeeping and other corporate falderol. This would not include December or before in 1966, if this is when the book first came out. The second accounting would occur on or about April 1, 1968, this to cover sales from July-December, 1967. Unless Counsel (here) can translate it otherwise, this is a literal translation.

The only other possible infraction of your contract would appear in item #12; under the phrase "and to treat the book no less favorably than it treats its other publications". If this automatically implies the area of distribution, then Dell is amiss, since I see the word "distribution" as being the key. It could also suggest that antitrust violations have occurred (restraint of trade, conspiracy) under the aegis of their distribution alignments (Simon & Schuster?). Give me more details on this aspect.

Who is John S. Friedman? (Starr, nom de plume?)

Got to get back to work on the CBS bit; it may well be that we would put all the major "plagiarism, etc." chips on a charge at CBS; should we win in a showdown, then the other potential litigants would or should be amenable to settling out of court; this is the way O'Gara, McGuire & Nestel prefer (ala BankCard deal) to resolve these matters - e.g. get your evidential case in such excellent order that a behind the scenes "confrontation" presents too much inescapable exposure for resistance to be gambled -- especially in a matter so volatile as this would be.

Gotta go; my kindest to Lil.

Best Personal Regards,

John